GFAR

GREAT FALLS ASSOCIATION OF REALTORS®

401 13th Avenue South Great Falls, MT 59405 Phone: (406) 453-2752 Fax: (406) 771-0435 www.gfar.realtor

NEW MEMBER GUIDELINES

Thank you for your interest in joining the Great Falls Association of REALTORS[®]. We look forward to working with you. Please use this checklist as a guideline of our requirements to begin your application process. We must receive all required documents and fees before your application will be submitted to the Board of Directors for approval.

PLEASE PROVIDE THE FOLLOWING TO THE ASSOCIATION OFFICE:

Applica	ation Packet
Сору с	of Real Estate License pocket card or letter from the BRR
Picture	e ID
Letter	of Good Standing from Other Association (If applicable)
Approp	oriate Fees payable by Cash, Check, or Debit/Credit Card
Additio	onal forms may be required based on individual circumstances.
Your applicate membership process completion of these	nat Supervising Brokers accompany new agents to the GFAR Office for the Please contact the GFAR Office in advance to schedule an appointment. ion will be forwarded to the Board of Directors for Approval. As part of the s, you are required to attend a New Member Orientation Class. After requirements you will be inducted into the Great Falls Association of
REALTORS®.	
If you have an REALTORS. We're	ny questions, please contact the staff at the Great Falls Association of happy to help.

Stephanie Goetz | Director of Member Services | stephanie@gfar.realtor
Lindsey Godwin | Director of Technology & Communications | lindsey@gfar.realtor
Julie McHenry | Accounting Director | julie@gtfar.com
Terry Thompson | Chief Executive Officer | terry@gtfar.com



Great Falls Association of REALTORS®

APPLICATION FOR REALTOR® MEMBERSHIP

□ Primary	□ Secondary
-----------	-------------

I hereby apply for REALTOR® Membership in the **Great Falls Association of REALTORS**, enclosing payment in the amount of \$165 for a one time application fee and the amount for my 2019 dues payable to the Great Falls Association of **REALTORS**®. (Dues amount is prorated according to month joining unless REALTOR® membership was held the previous year.)

I understand that my dues will be returned to me in the event of non-election and that the application fee is nonrefundable.

I will attend a New Member Indoctrination course as prescribed in the Bylaws, Article V, Section 2, and take the New Member Code of Ethics orientation as prescribed in the Bylaws, Article V, Section 5, within 60 days of Association's confirmation of membership. Failure to meet this requirement may result in having my membership terminated. (These requirements do not apply to applicants for REALTOR® membership or provisional members who have completed comparable indoctrination and orientation in another association, provided that REALTOR® membership has been continuous, or that any break in membership is for one year or less.)

In the event of my election, I agree to abide by the Code of Ethics of the NATIONAL ASSOCIATION OF REALTORS®, which includes the duty to arbitrate (or to mediate if required by the association) and the Constitution, Bylaws and Rules and Regulations of the Great Falls Association, the Montana Association and the National Association, and if required, I further agree to satisfactorily complete a reasonable and non-discriminatory written examination on such Code, Constitutions, Bylaws and Rules and Regulations.

I understand membership brings certain privileges and obligations that require compliance. Membership is final only upon approval by the Board of Directors and may be revoked should completion of requirements, such as indoctrination and orientation, not be completed within timeframe established in the association's bylaws. I understand that I will be required to complete periodic Code of Ethics training as specified in the association's bylaws as a continued condition of membership.

NOTE: Applicant acknowledges that if accepted as a member and he/she subsequently resigns from the Association or otherwise causes membership to terminate with an ethics complaint pending, the Board of Directors may condition renewal of membership upon applicant's certification that he/she will submit to the pending ethics proceeding and will abide by the decision of the hearing panel. If applicant resigns or otherwise causes membership to terminate, the duty to submit to arbitration continues in effect even after membership lapses or is terminated, provided the dispute arose while applicant was a REALTOR®.

I hereby submit the following information for your consideration:

PERSONAL INF	ORM	ATION:							
First Name				N	Middle N	lame			
Last Name				S	Suffix [] Jr, [] I	II, Sı	; Etc	;.
Nickname (DB	3A):								
Home Address	:								
City:			State:					Zip:	
Home Phone:				Cell F	Phone:				
Personal Fax:									
E-mail Address	s:				Second	ary E-ma	il:		
Real Estate Lic	cense	#							
Licensed/Certi	fied A	appraiser: Yes	☐ No	Appı	raisal Li	cense #			

COMPANY INFORMATION:
Office Name:
Office Address:
Office Phone: Fax:
Company Type: Sole Proprietor Partnership Corporation LLC (Limited Liability
Company) Other, specify
Your position: Principal Partner Corporate Officer Majority Shareholder
☐ Branch Office Manager ☐ Non-principal Licensee ☐ Other
Names of other Partners/Officers/ of your firm:
December 10 and
PREFERRED MAILING/CONTACT INFORMATION:
Initial Password for Association Site (if applicable):
Preferred Phone: Home Office Cell Displayed F. mail. Displayer F. mail. Secondary F. mail.
Preferred E-mail: Primary E-mail Secondary E-mail Proferred Mailing Value Office Office Mail Alternate Marker Mail Alternate
Preferred Mailing: Home Office Office Mail Alternate Member Mail Alternate
Mail Publications to:
APPLICANT INFORMATION:
Are you presently a member of any other Association of REALTORS®? Yes No
If yes, name of Association
Type of membership held:
Have you previously held membership in any other Association of REALTORS®? Yes No
If yes, name of Association
Type of membership held:
Have you been found in violation of the Code of Ethics or other membership duties in any Association of
Have you been found in violation of the Code of Ethics or other membership duties in any Association of REALTORS® in the past three (3) years or are there any such complaints pending? Yes No
_ · _ · _ ·
REALTORS® in the past three (3) years or are there any such complaints pending? Yes No
REALTORS® in the past three (3) years or are there any such complaints pending? Yes No
REALTORS® in the past three (3) years or are there any such complaints pending? Yes No
REALTORS® in the past three (3) years or are there any such complaints pending? Yes No (If yes, provide details.)
REALTORS® in the past three (3) years or are there any such complaints pending? \[Yes \] No (If yes, provide details.) If you are now or have ever been a REALTOR®, indicate your NAR
REALTORS® in the past three (3) years or are there any such complaints pending? Yes No (If yes, provide details.) If you are now or have ever been a REALTOR®, indicate your NAR membership (NRDS) #

If yes, state the basis for each such refusa	l and de	etail	the circumstar	nces	related	d thereto:		
Is the Office Address, as stated, your prin	cipal pl	ace	of business? [Yes [No		
If not, or if you have any branch offices,	Addre	ess:						
please indicate and give address:	City:				State:		Zip:	
							1	
Do you hold, or have you ever held, a rea	l estate	lice	nse in any othe	er st	ate?	Yes	No	
If so, where:								
Have you or your firm been found in viol	ation of	stat	e real estate li	cens	sing re	gulations of	r other	laws
prohibiting unprofessional conduct rende	red by t	he co	ourts or other	law	ful autl	norities wit	hin the	last three
years? Yes No								
If yes, provide details:								
Have you or your firm been convicted of	a felon	y or	other crime? [<u> </u>	Yes [No		
If yes, provide details:								
I hereby certify that the foregoing inform to provide complete and accurate information revocation of my membership if grant Board, I shall pay the fees and dues as from Great Falls Association of REALTORS® may, however, be deductible as an ordinate By signing below I consent that the REAL subsidiaries, if any (e.g., MLS, Foundation fax numbers, email address or other meaning contact information that may be provided recognizes that certain state and federal lar receive all communications as part of my	ed. I fuel in the sed. I fuel in the sed in	requirthe to tit ded neces and Assection continues to y pla	ested, or any rar agree that, if me established uctible as charses business sociations (located me at the sanication available the Association columns on	miss acc d. I rital s exp cal, s spec lable on(s	stateme cepted for NOTE: ole con pense. state, n cified a e. This s) in the	ent of fact, a for member a Payments tributions. No refunds ational) and ddress, tele consent ap	shall be rship in a to the Such ps. d their ephone oplies to this con	e grounds the payments numbers, o changes sent
Dated:	Sign	natur	e:					

GREAT FALLS ASSOCIATION OF REALTORS® Approved – November 19, 2007

ANTITRUST POLICY

Introduction

The Great Falls Association of REALTORS® is a not-for-profit organization. The association is not organized to and may not play any role in the competitive decisions of its members. Rather it serves as a forum for a free and open discussion of diverse opinions without in any way attempting to encourage or sanction any particular business practice.

The Association provides a forum for the exchange of ideas in a variety of settings including its annual meeting, educational programs, committee and business meetings, and the meetings of the Board of Directors. The Board of Directors recognizes the possibility that the Association and its activities could be viewed by some as an opportunity for anti-competitive conduct. Therefore, this statement supports the policy of competition served by the antitrust laws, and communicates the Association's uncompromising policy to comply strictly in all respects with those laws.

While recognizing the importance of the principle of competition served by the antitrust laws, the Association also recognizes the severity of the potential penalties that might be imposed on not only the Association, but its members as well in the event that certain conduct is found to violate the antitrust laws. Should the Association or its members be involved in any violation of federal/state antitrust laws, such violation can involve both civil and criminal penalties that may include imprisonment for up to 3 years as well as fines up to \$350,000 for individuals and up to \$10,000,000 for the Association plus attorney fees; in addition, damage claims awarded to private parties in a civil suit are tripled for antitrust violations. Given the severity of such penalties, the Board intends to take all necessary and proper measures to ensure that violations of the antitrust laws do not occur.

Policy

To ensure that the Association and its members comply with antitrust laws, the following principles will be observed:

- The Association or any committee, subcommittee, or Presidential Advisory Group shall
 not be used for the purpose of bringing or attempting to bring about any understanding or
 agreement, written or oral, formal or informal, expressed or implied, among two or more
 members or other competitors with regard to prices or terms and conditions of contracts
 for services or products. Therefore, discussions and exchanges of information about
 such topics will not be permitted at Association meetings or other activities.
- There will be no discussions discouraging or withholding patronage or services from, or encouraging exclusive dealings with any supplier or purchaser or group of potential competitors, or any private or governmental entity.
- There will be no discussions about allocating or dividing geographic or service markets or customers.
- There will be no discussions about restricting, limiting, prohibiting, or sanctioning advertising or solicitation that is not false, misleading, deceptive, or directly competitive with Association products or services.
- There will be no discussions about discouraging entry into, or any competition in any segment of the marketplace.

- There will be no discussions about whether the practices of a member, actual or potential
 competitor, or other person are unethical or anticompetitive, unless the discussions or
 complaints follow the prescribed due process provisions of the Association's bylaws.
- Certain activities of the Association and its members are deemed protected from antitrust laws under the First Amendment right to petition government. The antitrust exemption for these activities, referred to as the Noerr-Pennington Doctrine, protects ethical and proper actions or discussions by members designed to influence: 1) legislation at the national, state, or local level; 2) regulatory or policy-making activities (as opposed to commercial activities) of a governmental body; or 3) decisions of judicial bodies. However, the exemption does not protect actions designed to cover up anticompetitive conduct.
- Speakers at committee, subcommittee, Presidential Advisory Group or business meetings of the Association shall be informed that they must comply with the Association's antitrust policy in the preparation and presentation of their remarks.
- Meetings will follow a written agenda. Minutes will be prepared after the meeting to provide a concise summary of important matters discussed and actions taken or conclusions reached.

At informal discussions at the site of any Association meeting all participants are expected to observe the same standards or personal conduct as are required of the Association in its compliance.

It is recommended that Association volunteers read, date, and retain a copy of this statement for their personal files. (11-19-07)

Signature	Date
Print Name	



Member Contact Information

			
Name		Nickname	
Office Name			
Home Address	City	State	Zip
Mailing Address	City	State	Zip
Office Address	City	State	Zip
Home phone	Email address (home)		
Office Phone / Extension	Email address (office)		
Cell Phone	Office Website		
Office Fax # Personal Fax #	Individual / Team Website		
Preferred e-mail:	Certified General	al office Mentor Trainee	
		ı	
Property Manager License #		Ť	
Primary Field of Business	Secondary Field of	of Business	
Member of Other Associations	Member of Other	MLS's	
Additional Information / Comments:			
Member Signature	Date		
Member Signature	Date		
		al & Office	Office Only



Great Falls Association of REALTORS® SENTRILOCK SENTRICARD® AUTHORIZED USER AGREEMENT

IT IS HEREBY AGREED BETWEEN THE GREAT FALLS ASSOCIATION OF REALTORS® MULTIPLE LISTING SERVICE (GFAR), AND **PARTICIPANT** (known as 'Authorized User')

Printed Name of Participating Broker and Office Name)	
AND PARTICIPANT'S LICENSEE ('Authorized User' SUBSCRIBER)	
	red Name of Subscriber)
1. SENTRICARD® RECEIPT: Participant and Subscriber acknowledge receipt of a SentriLoc	ck SentriCard® and Home USB
SentriCard Reader (HCR) from GFAR.	

- **2. TITLE TO SENTRICARD®:** Participant and Subsriber acknowledge that the SentriCard® and Equipment shall be the sole property of GFAR and shall be returned as required by SentriLock or GFAR.
- **3. CARD EXCHANGE BY SENTRILOCK OR GFAR:** SentriLock may at its discretion require GFAR to replace the SentriCards® and/or equipment used by GFAR and it's Authorized Users with replacement SentriCards® or equipment compatible with the system. SentriLock shall make the exchange of SentriCards® at no cost to GFAR unless the exchange is necessary due to Customer negligence.
- **4. CURRENT UPDATE:** Authorized user acknowledges that the SentriCard® has an update and that this code expires daily, prohibiting further use of the SentriCard® until a new update is obtained from GFAR by placing the SentriCard® in a Card Reader or by another authorized method.
- **5. TERM OF AGREEMENT:** The term of this Agreement begins on the date of the execution of this Agreement and ends on the date the Authorized User terminates Membership with the GFAR MLS (as described in Section 6) and returns the SentriCard® and equipment to GFAR.
- **6. RETURN OF SENTRICARD®:** Participant and Subscriber agree to return the SentriCard® and/or equipment within 48 hours of receipt of a request to do so by GFAR or SentriLock, or within five business days after occurrence of any of the following events:
 - a. Termination of a Participant as a Participant in the MLS.
 - b. Termination of Subscriber's association with the said Participant for any reason.
 - c. Failure of the Participant and/or Subscriber to perform in accordance with any and/or all terms and conditions herein set forth, including, but not limited to, the provisions for security in paragraph 7 below.
 - d. In the event of death of the Participant / Subscriber, heirs or personal representatives will surrender the SentriCard® and equipment to GFAR.
- 7. **SECURITY OF SENTRICARDS®:** Participant and Subscriber acknowledge that it is necessary to maintain security of the SentriCard® to prevent its use by unauthorized persons. Consequently, Authorized User agrees:
 - a. To keep the SentriCard® in Authorized User's possession or in a safe place at all times.
 - b. To not allow his/her personal identification number (PIN) to be attached to the SentriCard® or disclose to any third party his/her personal identification number (PIN).
 - c. TO NOT LOAN THE SENTRICARD® TO ANY PERSON FOR ANY PURPOSE WHATSOEVER OR TO PERMIT THE SENTRICARD® TO BE USED FOR ANY PURPOSE BY ANY OTHER PERSON.
 - d. To not duplicate the SentriCard® or allow any person to do so.
 - e. To not assign, transfer or pledge the rights of the SentriCard®.
 - f. To notify GFAR within one business day of the loss or theft of a SentriCard®. The Participant/Subscriber shall sign and provide a statement to GFAR with respect to the circumstances surrounding the loss or theft. GFAR shall charge for the replacement of SentriCards® either lost, stolen or damaged.
 - g. To follow all additional security procedures as specified by GFAR.
- 8. REPLACEMENT SENTRICARDS® AND EQUIPMENT: Replacement SentriCards® and/or equipment will be issued to Agents who:
 - a. have complied with this Agreement and the policies and procedures of GFAR with respect to the SentriLock System.
 - b. pay a fee and/or deposit specified by GFAR to replace a SentriCard® and/or equipment lost, stolen, damaged or defective.
- **9. DISCIPLINARY ACTION:** Participant and Subscriber agree to be subject to the disciplinary rules and procedures of the Great Falls Association of REALTORS® for violation of any provision of this Agreement. Discipline may include forfeiture of the SentriCard® and the Participant or Subscriber's right to be issued a SentriCard®.

- 10. INDEMNIFICATION: Participant and Agent agree to indemnify and hold the Great Falls Association of REALTORS® and all of its respective officers, directors and employees harmless from any and all loss, cost, expense, claims or demands whatsoever by or against GFAR resulting from loss, use or misuse of the SentriLock System, including, but not limited to, any and all liabilities, including attorney's fees, incurred by them as a result of damage or injuries to property or persons arising out of entry by any person into any premises by use of the SentriLock System.
- 11. **REIMBURSEMENT:** Participant and Subscriber agree that, in the event that GFAR shall prevail in any legal action brought by or against the Participant and/or Subscriber to enforce the terms of this Agreement, the Participant and/or Subscriber may be assessed a reasonable amount of attorney's fees in addition to any other relief to which the Court rules GFAR may be entitled.
- 12. GOVERNING LAW: The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of Montana, and venue shall be the county in which the Participant and/or Subscriber reside.
- **13. PARTIAL INVALIDITY:** If any provision of this contract is held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.
- **14. DISCLOSURE TO CLIENTS:** The Listing Participant/Subscriber shall obtain specific written authorization from the owner and tenant (if applicable) before placing a lockbox on the property and before the listing is inputted to the MLS, reflecting that a lockbox has been authorized.

15. PARTICIPANT'S RESPONSIBILITIES:

- a. Participant warrants that Participant is both a licensed real estate broker and Participant of the Great Falls Association of REALTORS® MLS.
- b. Participant warrants that Subscriber possesses a real estate license and is in fact associated with Participant in an active effort to sell real estate or is a licensed or certified real estate appraiser affiliated with the MLS Participant.
- c. Participant agrees to enforce the terms of the Agreement with respect to any Subscriber associated with him/her and understands that he/she is not relieved of any responsibility or obligation by the mere fact of such disassociation with Subscriber.
- d. Participant agrees to notify GFAR immediately, in writing, should the Participant or Subscriber terminate their relationship or should the Subscriber's license be transferred.
- e. Participant agrees to take all responsible means to obtain Subscriber's SentriCard® and equipment or cause Subscriber to return SentriCard® and equipment to GFAR. The Participant will continue to be charged a service fee for the disassociated Subscriber until the next billing cycle after the card is returned. If an Agent does not return the SentriCard® and equipment, Participant agrees to furnish GFAR with copies of written correspondence of all attempts made to obtain said SentriCard® and equipment.
- f. Participant agrees that he/she is jointly and severally liable, together with the Subscriber, for all duties, responsibilities and undertakings of the Subscriber under this Agreement and understands that failure to follow the provisions of the SentriLock SentriCard® User Agreement may result in the loss of SentriCard® privileges and, further, could cause GFAR to recall all SentriCards® issued to the Participant and the Participant's Agents.
- g. Participant acknowledges to GFAR that Participant will be charged a monthly user fee as set by GFAR for Participant and each Authorized User affiliated with Participant for participation in the SentriLock system.
- h. Participant and Subscriber acknowledge the payment for SentriCard®as specified by GFAR must be received by GFAR before SentriCard® will be issued to Authorized User.
- i Participant agrees to pay the deposit amount as specified by GFAR for SentriCard® and Equipment for the Participant and all Subscribers affiliated with Participant. Said deposit(s) will be returned to Participant after return of SentriCard® and Equipment.

16. ADDITIONAL CONDITIONS SET FORTH ON THE SECOND PAGE HEREOF ARE PART OF THIS AGREEMENT:

This written contract expresses the entire agreement between Participants, Subscribers and GFAR with respect to SentriLock Services and Equipment. This Agreement supersedes any and all other agreements, either oral or in writing. No other agreement, statement or promise relating to the subject matter of the Agreement which is not contained herein shall be valid or binding. This Agreement is binding upon the heirs and personal representatives of the Participant or Subscriber.

(Association Staff Name and Title)	of the Great Falls Association of REALTORS®
Authorized Subscriber Signature	Date
Authorized Participant Broker Signature	Date



Office Name

Great Falls Association of REALTORS® MLS Participant Lock Box Usage Agreement



 tenant if applicable). I can request lockboxes as needed for my listings and will place them on properties within tw (2) business days. I agree to manage my inventory and assign lock boxes to listings promptly. Lock boxes are to be returned to GFAR in compliance with GFAR MLS Rules (upon closing expiration, cancellation or withdrawal of listing) and whenever called for by the GFAR MLS in the instance of the GFAR MLS's termination of signed agreement with SentriLock Lock Box Company. I will notify GFAR of my intent to transfer a box to another authorized user when applicable 	ŗ,
 I agree to be in compliance with Section 20 (Lock Box Rules and Regulations) of the GFAR MLS Rules 	•
 I agree to be responsible for the lock boxes entrusted into my care including reporting lost, stolen and damaged boxes immediately. Any box not returned to GFAR in good working and/or clean, physical condition may be subject to a replacement cost fee. 	1
 I understand that audits of all lock boxes will be performed by the GFAR MLS as needed an agree that if any lock boxes issued to me are lost or damaged, I will pay the cost to replace the lock box(es) in accordance with GFAR Rules. I agree to enforce the terms of the Agreement with respect to all Subscribers associated with 	ne me
 and I understand I am not relieved of any responsibility or obligation by the mere fact of such disassociation with Subscriber. I agree that I am jointly and severally liable, for all duties, responsibilities and undertakings of myself and all Subscribers affiliated with me for compliance with this agreement. 	
Participant Signature Date	

Great Falls Association of REALTORS® Privacy & Security Policy

We recognize the importance of protecting the personal information you provide the Great Falls Association of REALTORS® (GFAR). We maintain the following privacy policy:

- 1. We gather the following types of information needed to process your transactions, fulfill your requests, and maintain our membership records:
 - Contact information you provide (for example, your personal and business addresses, phone and fax numbers, firm affiliations and titles).
 - Tracking information which our Web server automatically recognizes each time you visit our site or communicate with us by email (for example, your domain name, your email address, and what pages you visit).
 - Information you volunteer, via applications or surveys (for example education, designations, specialties, affiliations with other real estate organizations and general data).

2. We use this information to:

- Improve and customize the content and layout of our GFAR web page site and other communication tools.
- Notify you of updates.
- Notify you of relevant products and services.
- Notify you of upcoming events and programs.
- Notify you of Calls to Action.
- Compile a membership directory.
- Track usage of our site.
- Notify the Board of Realty Regulation about continuing education credits you have completed.
- Update your member records in NRDS.
- Assist the State and National REALTOR® associations in membership tracking and for their use for purposes similar to those listed above.
- 3. GFAR does not sell or trade e-mail addresses, but may provide you on-line information or marketing messages via your email address that have been approved by GFAR, MAR or NAR. Your email address may be listed in the membership directories available on GTFAR.com or GreatFallsRealEstate.com.
- 4. We will not share, sell or otherwise provide other information about you to third parties, except for:
 - When required by law or valid legal process, or to protect the personal safety of our members or the public.

- 5. Credit information that you and credit authorizers provide when you make payments by debit/credit card or electronic check for products, dues or other services via the Realtor® Electronic Commerce Network ("E-Commerce Network") or through the GFAR website, will only be used to process the transactions you request. This information will be provided to and maintained by reputable credit reporting/processing databases, but will never be sold, shared or provided to third parties. Information related to payment of dues and fees will not be shared with other members. The Designated Realtor® or Supervising Broker who is responsible for a Realtor® is the only person who can/will receive payment information regarding the members in their office.
- 6. We maintain security procedures and standards which we believe are as safe as today's technology permits. We test these procedures and modify them regularly as new technologies become feasible.
- 7. We utilize an Opt-Out policy for sending online and fax notifications regarding services, products and programs.
- 8. You may edit your personal contact information directly in the NRDS system and flexmls system or by contacting the GFAR office. GFAR website information can only be edited by GFAR staff.

Copyright© 2019

Great Falls Association of REALTORS®

401 13th Avenue South

Great Falls, MT 59405

406-453-2752

Updated: October 2019